

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, CAPITOL HILL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
<http://www.purchasing.state.ut.us>

Invitation to BidSolicitation Number: **RM3902**Due Date: **10/22/02 at 3:00 P.M.**

Date Sent: September 26, 2002

Statewide ContractGoods and services to be purchased: **STATEWIDE CONTRACT FOR SUBSTANCE ABUSE TESTING SERVICES****Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)	Email Address	
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)		Days Required for Delivery After Receipt of Order (see attached for any required minimums)	
Brand/Trade Name		Price Guarantee Period (see attached specifications for any required minimums)	
Minimum Order		Company's Internet Web Address	
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____</p>			
Offeror's Authorized Representative's Signature		Print or type name and title	Date
State of Utah Division of Purchasing Approval		Date	Contract Number
Douglas G. Richins, Director			

STATE OF UTAH
DIVISION OF PURCHASING

Invitation to Bid

Solicitation Number: RM3902

Due Date: 10/22/02

Vendor Name:

Description
TWO STEP BID FOR STATEWIDE CONTRACT FOR SUBSTANCE ABUSE TESTING SERVICES, PER ATTACHED SPECIFICATIONS.
QUESTIONS ON SPECIFICATIONS AND PURCHASING PROCESS CALL ROSELLE MILLER AT (801) 538-3232.

INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

1. **BID PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as bid. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or approved equal" apply. "Or approved equal" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the bidder lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. **MULTIPLE OR ALTERNATE BIDS WILL NOT BE ACCEPTED UNLESS SO STATED IN THE SPECIFICATIONS.** (f) By signing the bid the bidder certifies that all of the information provided is accurate, and that prices bid are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

2. **SUBMITTING THE BID:** (a) The bid must be signed in ink, sealed in a properly-addressed envelope, and either mailed or delivered to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. (e) All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33).

3. **FAILURE TO BID:** Failure to respond may result in the removal of your firm from the bidder's list for the commodity(s) listed, unless you advise DIVISION in writing prior to due date that you desire to receive future invitations to bid on this commodity(s). **Three consecutive no responses will automatically result in removal.**

4. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. Bids submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. **BONDS:** The state has the right to require a bid bond, payment bond and/or a faithful performance bond from the bidder in an amount not to exceed the amount of the contract.

6. **SAMPLES:** Samples of item(s) specified in this bid, when required by DIVISION, must be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.

7. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and

mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

8. **DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not be legally binding without the written approval of the director of the DIVISION.

9. **AWARD OF CONTRACT:** (a) the contract will be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

10. **ANTI-DISCRIMINATION ACT:** The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

revision date: 2/14/2000

STATE OF UTAH
MULTI-STEP SEALED BIDDING PROCESS FOR
DRUG AND ALCOHOL TESTING SERVICES
Solicitation #RM3902

PURPOSE: This is an invitation to submit a bid (under the Multi-Step Sealed Bid Process) to provide **DRUG AND ALCOHOL TESTING SERVICES**. Services would include administration, collection, testing, Medical Review Officer (MRO), and substance abuse professional (SAP) statewide. Any contract resulting from this process shall be for the use of all state agencies including political subdivisions (cities/counties, school districts, universities, etc.). The purpose of the contract is to provide drug and alcohol testing services for the State of Utah that comply with the Omnibus Transportation Employee Testing Act of 1991 and federal and state regulations and policies. Respondents to this invitation **must** demonstrate familiarity with, and a history of providing service under, the requirements of the Act. Terms used herein are defined in Section 49 CFR 382.107 and associated federal regulations.

MULTI-STEP SEALED BID PROCESS: This process is a two-phase process. Bidders will submit unpriced technical bids and separate sealed price bids. Phase one consists of a technical qualifications review in which the merits of individual bids are evaluated. The second phase is a cost review in which those bidders whose technical bids are determined to be acceptable during the first phase have their price bids considered.

GENERAL INFORMATION

1. **Submission of Technical Bids:** Two copies of the technical bid must be submitted to the State of Utah, Division of Purchasing, 3150 State Office Building, SLC, Utah at or before 3:00 p.m. on October 15, 2002. The solicitation number and due date are to appear on the outside of the package. Costs incurred in the preparation and submittal of bids will be the responsibility of the bidder and will not be reimbursed.
2. **Term of Contract:** Contract will be for a period of two years with option to renew on a two-year basis for up to four (4) additional years at the State's discretion and by mutual agreement.
3. **Receipt and Registration of Bids:** Technical bids will be opened at the Division of Purchasing, 3:00 p.m. on the closing date. Any bids arriving after 3:00 p.m. for any reason cannot be considered. The names of the bidders will become public information. Faxed bids will not be accepted.
4. **Agency Contact and Policy Availability:** A copy of the State Drug and Alcohol Policy and Procedure Manual will be provided to bidders on request by contacting Mike Tribe at (801) 538-3627. The State Office of Education Pupil Transportation Drug and Alcohol Testing Policies and Procedures will be provided to bidders on request by contacting Brent Huffman at (801) 538-7666.

SCOPE OF WORK:

The intent of this contract is to provide alcohol and drug testing services pursuant to and in compliance with all applicable provisions of 49 CFR parts 40 and 382. The program will entail testing all employees identified in federal regulations or state policies as performing safety sensitive functions and include pre-employment, random, post accident, reasonable suspicion, return to duty, and follow-up testing. This currently includes approximately 2,800 persons in federally regulated positions and approximately 3,200 persons in general safety-sensitive positions which are covered under Utah State School Board and Department of Human Resource Management (DHRM) policies. The State of Utah's actual usage over the past 3 years, not including the Office of Education, has been approximately 800 drug tests and 100 alcohol tests annually. It is anticipated that these numbers will increase due to proposed expansion of testing to general safety-sensitive positions. The bidder must provide on-site collection and testing services statewide. All services provided under this contract must comply with current applicable Federal and State regulations and policies.

COLLECTION AND TESTING SERVICES

Bidder must provide documentation showing ability to ensure onsite collection services to all areas of the state. The Bidder will not charge for the handling of rejected specimens or those otherwise unfit for testing or services associated with rejected specimens. All travel and expenses are the Bidder's responsibility. Additionally, the bidder(s) may review and recommend revisions to the drug and alcohol testing policies and procedures. The following conditions must be addressed in bids:

Controlled Substances Testing

(a) The following U.S. Department of Transportation requirements must be met for this contract:

- Tests shall be conducted using urine split samples with a 30 ml primary sample and a 15 ml split sample. A screening test will be performed on the primary sample and, if positive, a confirmation test will be performed on the primary sample.
- A clear and well-documented procedure will be maintained for collection, shipment, and accessioning of urine samples.
- A standard U.S. DOT drug testing custody and control form is required for all tests covered by Federal regulations. Bidder may use a non-DOT custody and control form for non-DOT tests.
- Collection sites must have all the necessary personnel, materials, equipment, facilities and supervisors to provide for the collection, security, temporary storage, and shipping of urine specimens to a certified drug testing

- laboratory.
- Bidder should describe specimen collection site identification and on-site procedures in detail.
 - Collection site personnel must be trained to carry out this function or be a licensed medical professional or technician provided instruction to carry out this function.
- (b) The selection of employees for random alcohol and controlled substances testing shall be made using a scientifically valid method. Under the selection process used, each employee shall have an equal chance of being tested each time selections are made. It is the intent of the State that employees designated as holding safety-sensitive positions as a result of being required to have a commercial driver license constitute a separate pool for random testing. Other separate pools may be established either as required by state or federal regulation or at the request of the Office of Education or DHRM. Bidder shall identify the method used to conduct random selection, including the brand name and title of any computer software used. If the bidder uses self-designed software, proof of ability to meet federal guidelines in providing random selection must be shown.
- (c) The State Office of Education and DHRM will provide the contractor with lists of agency contacts who can request tests and receive results. The state will also provide employee information and regular updates as changes occur. The contractor shall conduct the random selection and contact each agency contact person separately to coordinate scheduling.
- (d) Random controlled substance testing shall be conducted in accordance with applicable federal regulation. Testing percentages are to conform to current and future federal requirements where applicable. Positions designated as safety-sensitive but not covered by federal regulation will be tested at a rate set by DHRM, which is currently 50% of the pool annually for drugs and 10% of the pool annually for alcohol.
- (e) Effective administrative services between the contractor, laboratory and the State will include the need for the contractor to designate a coordinator to work with the State as the primary contact for coordination, procedural and billing issues. For employee testing support services the contractor shall provide chain-of-custody and specimen collection materials; and shall advise the state on establishing, increasing, decreasing, and adjusting collection sites and collection processes.
- (f) For billing and reporting purposes, individuals will be identified by a personal identification number provided by the state. Agencies will be identified by a two-level accounting code, also provided by the State. Report format will include a

separate aggregate summary for DHRM and the Office of Education, a department-by-department or district summary for each entity that utilizes the contract, and a running accounting of costs to date. Attach sample report with the bid, including a discussion of the bidder's ability to customize the reporting format to agency needs.

- (g) Bidder shall ensure that the MRO copy of the custody and control form is faxed and mailed to the MRO on the day of collection. A separate account shall be established with the laboratory so all DOT and non-DOT results are directly reported to the MRO by the laboratory.
- (h) It will be assumed that all services will be provided by the bidder. Should there be any services that may be subcontracted, these should be specified and the rationale described in narrative. Any subcontracting will require full disclosure to, and approval of, DHRM and/or the Office of Education and must not present a conflict of interest for the state or laboratory. A Subcontracting Plan must accompany this bid.

Alcohol Testing

- Evidential Breath Testing (EBT) devices must be operated by a Breath Alcohol Technician (BAT) who has been certified.
- EBT's used must be USDOT approved.
- In accordance with USDOT standards, confirmatory alcohol testing must be accomplished by EBT.
- A required testing form and/or logbook as prescribed by USDOT must be used.
- State employees under the jurisdiction of DHRM will only be tested by EBT.
- The Office of Education member agencies may be permitted to designate either the EBT test or the saliva test for purposes of the primary alcohol test. Member agencies understand that each type of test would carry its own contract price
- The three brands of saliva tests approved by USDOT shall be separately priced.
- The contractor will ship saliva test kits to members at the per-test contract price as ordered by the member.
- This contract does not guaranty that the bidder is the sole provider of saliva test kits.
- Separate EBT and saliva test kit pricing should be shown on the price sheet accompanying this request.

LABORATORY SERVICES

Only laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) of the Department of Health and Human Services (HHS) to perform urine drug testing at the time of bid submission, will be considered.

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- (a) A laboratory must be certified by HHS/SAMHSA which attests that it has met minimum standards. Laboratories in the applicant stage on SAMHSA certification are not to be considered as meeting the minimum requirements expressed in the SAMHSA Guidelines. A copy of the laboratory letter of certification from SAMHSA must be included with the bid.
- (b) The laboratory must participate in the SAMHSA proficiency testing program. A copy of the lab's most recent proficiency test results must be included with the bid.
- (c) The laboratory must provide evidence that it has a minimum of two years experience as a forensic (vs. medical) drug testing laboratory.
- (d) The laboratory shall report test results only to the MRO. Reporting time frames shall include: (1) 24 hours (one day) from the time of receipt for specimens that screen negative; and (2) 48 hours (two days) from the time of receipt for confirmation testing. Under no circumstances shall the test results be reported to the collector, agency or employee.
- (e) The laboratory shall provide a certified results report form and a copy of the external chain of custody for each specimen tested at the laboratory in a confidential manner to individuals that DHRM and/or the State Office of Education have designated and authorized in writing to receive the results. This would include the State's designated Medical Review Officers (MRO) and State Drug Program Coordinators, plus appropriate others identified that would not go beyond the scope of employee personal dignity, respect for privacy, and confidentiality. Samples of typical reporting processes used by the laboratory shall be included with this bid.
- (f) The laboratory shall have a secured records system in place and all original records pertaining to State of Utah/DHRM and Office of Education drug test specimens will be maintained in accordance with current federal requirements as set forth in Subpart D, section 382.401 of Title 49, C.F.R. Should a test result be challenged by an employee of the state, the records will be retained by the laboratory until released by the appropriate agency. Samples of typical records systems used by the laboratory shall be provided with this bid. In order to assure confidentiality, all records must be handled in accordance with the Federal Privacy Act.
- (g) For specimen storage, positive samples will be kept in frozen, secured storage for 365 days. Negative samples will be stored not less than 10 working days from the date of reporting. If necessary, individual specimens will be retained for an extended period upon request by the appropriate State

of Utah agency.

- (h) The laboratory shall have a written quality assurance plan in place and a copy of the plan must be included with the bid.
- (i) The laboratory shall provide a technical representative qualified to discuss interpretation of laboratory result with state-designated MRO and other appropriate representatives.
- (j) The laboratory shall provide monthly agency statistical reports including: the number of specimens received and tested; the number of samples screened; the number screened negative; the number of GC/MS confirmations required; and the number of confirmations that reported positive. Sample reports must be included in this bid.
- (k) All reports will go through the state-designated MRO who in turn will then advise and consult with state coordinators before information is distributed to respective agencies of the state.
- (l) Upon request by the MRO, or the state through the MRO, the laboratory will provide copies of all technical, quantitative, chain of custody and other related reports, documents and data. A sample of a typical document package must be included with this bid.
- (m) The laboratory must have experience in supporting its result in administrative or legal proceedings and must have a qualified expert witness. An expert is a laboratory employee who is qualified to testify in the area of drug detection, toxicology/pharmacology and laboratory procedure. A copy of the expert witness's curriculum vitae must be included with this bid.
- (n) The laboratory will agree to facilities inspections and external quality control, including a review of related records pertaining to DHRM or the office of education. The laboratory will agree to participate in a blind quality control program. The blind QC program, inspections, and review of records will be established by the MRO and the state.

MEDICAL REVIEW OFFICER (MRO) SERVICES

The Medical Review Officer (MRO) must be certified. Both positive and negative tests shall be reviewed by the MRO. MRO services shall include but are not limited to review of tests; contacting employees and employers after receiving results from the lab; coordinating blind sample testing; providing expert witness testimony; providing

consultation to agency representatives; creating annual, monthly, and ad hoc reports as required or requested; and giving telephone and in person depositions as needed.

SUBSTANCE ABUSE PROFESSIONAL (SAP) SERVICES

Substance Abuse Professional (SAP) Services will be provided for state agencies on a per use basis. Services will include diagnostic assessment, referral to appropriate treatment resource (if necessary), monitoring and reporting employee progress, follow up assessment and recommendation. The SAP cannot administer a rehabilitation program or receive a financial benefit from any referred rehabilitation service.

TRAINING SERVICES

Federal regulations (49 CFR 382.603) require employers to ensure that supervisors or others designated to determine whether reasonable suspicion exists receive at least 60 minutes of training on alcohol misuse and at least 60 minutes of training on controlled substance use. The Bidder shall provide such training for approximately 60 education program directors once per calendar year at the annual conference of the Utah Pupil Transportation Association and once per year for agency drug program coordinators as specified by DHRM. Additional training for supervisors or employees may also be requested by individual agencies.

Federal regulations (49 CFR 382.601) require employers to provide educational materials explaining the requirements of the Act and the employer's procedures with respect to meeting the requirements of the Act. It is the intent of the State that the contractor shall provide a reproducible copy of such materials to supervisors at the training session described in the above paragraph, such that the supervisors can in turn provide necessary training to their employees. A sample of these materials is requested with this bid.

PHASE ONE OF MULTI-STEP SEALED BIDDING

SUBMISSION PROCEDURES: Unpriced technical bids must be submitted independent of price bids. Please submit your pricing for providing drug program services, using the Price Bid Sheet (see page 13), in a **separate sealed envelope** enclosed in your bid package. TECHNICAL BIDS WHICH INCLUDE PRICES AS PART OF THE TECHNICAL BID AND NOT IN A SEPARATE SEALED ENVELOPE WILL BE REJECTED.

FORMAT: Bids must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All bids must be organized and tabbed to comply with the following sections:

(a). Letter of Transmittal. The letter of transmittal should include the following:

1. Description of the bidder's organization including history, organizational structure, legal status (including any previous company names), home office address, phone number, and contact person.
2. A statement identifying whether the firm is local, regional, or national.
3. An expression of the bidder's ability and desire to meet the requirements of this bid.

(b) Executive Summary. An executive summary which briefly describes the bidder's approach to the bid and clearly indicates any options or alternatives. It should also indicate any major requirements that cannot be met by the bidder. This summary should also highlight the major features of the bid and identity any supporting information considered pertinent. In short, the reader should be able to determine the essence of the bid and generally how well it meets the requirements by reading the executive summary.

(c) Detailed Discussion. This section should constitute the major portion of the bid and must contain a specific response to each requirement in the bid.

1. A general but complete narrative overview of the bidder's assessment of the work to be performed and the ability to meet those aims, along with the resources necessary to meet the requirements of this bid. This overview should clearly demonstrate the bidder's understanding of the desired overall performance expectations and how well it will meet the requirements.
2. The range of controlled substance testing services to be provided by the bidder and the locations where those services are to be performed.
3. Method specified for transportation of specimens to testing laboratories.
4. Method/procedures specified for alcohol testing.

5. Any other appropriate information or material should also be included in the bid.

(d) Submissions to be Included:

1. Documentation of qualifications of all applicable personnel (collectors, EBT technicians, MRO, lab personnel, expert witnesses, SAP, etc.)
2. List of collectors and plan for providing onsite collection statewide
3. Procedures for identifying and preparing collection sites
4. Documentation of compliance with random selection process regulations
5. Sample reports showing bidder's ability to provide customized reports
6. Subcontracting plan (if applicable)
7. Laboratory letter of certification
8. Laboratory's most recent proficiency test results
9. References for bidder and laboratory
10. Sample reports from laboratory
11. Sample of training materials

EVALUATION OF UNPRICED TECHNICAL BIDS: The unpriced technical bids submitted will be evaluated solely in accordance with the criteria set forth in this Invitation for Bids.

TECHNICAL BID EVALUATION CRITERIA:

Criterion #1: Compliance with requirements.

The bidder's cover letter and technical bid will be reviewed to ensure that all points have been adequately covered by the bidder.

Criterion #2: Prior experience in carrying out a similar contract.

The bidder shall submit the name, address, phone number and the name of a contact person for three references for which the bidder has provided or is providing similar services. The committee chairperson will contact these references and obtain feedback for evaluation. Bidder shall demonstrate they have been in business for a minimum of 3 years.

Criterion #3: Service delivery capabilities.

The bidder shall describe its service delivery procedures and ability to provide onsite coverage statewide, and shall submit two references that can provide information about bidder's timeliness of delivery. (These references may be the same or different from the ones requested for item #2.)

Criterion #4: Ability to provide required training/additional training services.

Criterion #5: Ability to provide records management and reporting services.

Criterion #6: Ability to provide onsite coverage statewide for collection services
Bidder's ability to provide on-site coverage throughout the state is an essential portion of this bid.

Criterion #7: Qualifications of collectors, MRO, Laboratory personnel, and SAP.

Criterion #8: Ability to provide of a local representative.

The contractor must have available a local representative who can provide technical assistance when requested. This representative must be able to provide suggestions for improved services, recommendations for policy and procedural changes, notification of changes in regulations, and suggestions for cost and time savings. This representative must be available within one (1) working day after notification.

Please note: Each area of the evaluation criteria must be detailed in technical bid in order to be considered.

PHASE TWO OF MULTI-STEP SEALED BIDDING

PROCEDURE: The procurement officer may initiate phase two of the procedure if, in the procurement officer's opinion, there are sufficient acceptable unpriced technical bid(s) to assure effective price competition in the second phase without modification or alteration of the bids. If the procurement officer finds that such is not the case, the procurement officer shall issue an amendment to the Invitation for Bids or engage in technical discussions.

Upon the completion of phase one, the procurement officer shall open price bids submitted (in a separate sealed envelope) in phase one from bidders whose unpriced technical bids were determined to be acceptable. In the pricing section (not technical response section) please submit pricing on the form provided.

PRICING EVALUATION AND FORMULA

General program services 75%

This includes all general program administration, records management, reporting, random selection, on site collection of urine samples, shipping to lab, testing, MRO services, first ten hours of MRO phone depositions, consultation, training as specified in the scope section, etc.

EBT Alcohol testing 10%

This includes onsite testing and conformation testing by a certified EBT technician.

Legal Services 10%

This includes in-person depositions in excess of 10 hours per year, preparation of MRO documentation, chain of custodies, full lab analysis documentation, expert witness testimony, etc.

Training services 5%

This is for additional training sessions as requested by individual agencies. This is in addition to the three training sessions that are included in the general program services section.

Saliva Kits 0%

Pricing on saliva kits is for informational purposes. Some school districts choose this system, but on a limited scale. This portion is not evaluated in the final cost bid and does not provide sole provider status.

AWARD OF CONTRACT: Contract will be awarded to the lowest priced technically responsive and responsible bidder.

**DRUG AND ALCOHOL TESTING SERVICES
PRICE BID SHEET
(TO BE SEALED IN A SEPARATE ENVELOPE)
RM3902**

General program services	\$_____per test
EBT Alcohol testing	\$_____per test
Legal Services	\$_____per case
Training services	\$_____per hour
Saliva Kits	\$_____per kit

Bidding Organization: _____

Contact: _____

Standard Contract Terms and Conditions
State of Utah, Statewide Contracts
(Request for Proposals)

- 1. AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
- 2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co.
- 3. LAWS AND REGULATIONS:** Any and all supplies, services and equipment proposed and furnished will comply fully with all applicable Federal and State laws and regulations.
- 4. RECORDS ADMINISTRATION:** The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.
- 5. AUDIT OF RECORDS:** The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
- 6. CONFLICT OF INTEREST:** Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the STATE or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.
- 7. INDEPENDENT CONTRACTOR:** Contractor will be an independent Contractor, and as such will have no authorization, express or implied to bind the STATE to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as expressly set forth herein. Compensation stated herein will be the total amount payable to the Contractor by the STATE. The Contractor will be responsible for the payment of all income tax and social security tax due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE will not be deemed to be employees or agents of the Contractor.
- 8. HOLD HARMLESS:** The Contractor will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers.
- 9. EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
- 10. SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- 11. AMENDMENTS:** The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing.
- 12. DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE.
- 13. CANCELLATION:** Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this proposal may be canceled without cause by the STATE upon 60 days notice, in writing, prior to the effective date of the cancellation. Cancellation may be in whole or in part. Cancellation of the contract due to Contractor default may be immediate.
- 14. TAXES:** Proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of

15. WARRANTY: The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the STATE has relied on the Contractor's skill or judgement to consider when it advised the STATE about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the STATE has not been warned. Remedies available to the STATE include the following: The Contractor will repair or replace (at no charge to the STATE) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. PARTICIPANTS: This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the proposal.

17. POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

18. QUANTITY ESTIMATES: The STATE does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.

19. DELIVERY: The prices proposed will be the delivered price to any state agency or political subdivision. All deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

20. REPORTS: The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases by each agency and political subdivision.

21. PROMPT PAYMENT DISCOUNT: Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

22. FIRM PRICES: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening.

23. PRICE GUARANTEE, ADJUSTMENTS: The contract pricing resulting from this proposal will be guaranteed for the period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The STATE will be given the immediate benefit of any decrease in the market, or allowable discount.

24. ORDERING AND INVOICING: Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit invoices to the ordering agency. The STATE contract number and the agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the STATE will be those prices on file with the Division of Purchasing. The STATE has the right to adjust any invoice reflecting incorrect pricing.

25. PAYMENT: Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a State of Utah (or political subdivision) APurchasing Card.® All payments to the Contractor will be remitted by mail unless paid by Purchasing Card.

26. MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of proposals, no proposals may be modified or withdrawn.

27. PROPOSAL PREPARATION COSTS: The STATE is not liable for any costs incurred by the offeror in proposal preparation.

28. INSPECTIONS: Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places

determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

29. PATENTS, COPYRIGHTS, ETC.: The Contractor will release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

30. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing.

31. DEFAULT AND REMEDIES: Any of the following events will constitute cause for the STATE to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The STATE will issue a written notice of default providing a period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the STATE may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend Contractor from receiving future proposal solicitations.

32. FORCE MAJEURE: Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The STATE may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

33. HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

34. NON-COLLUSION: By signing the proposal, the offeror certifies that the proposal submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the request for proposal, designed to limit independent proposing or competition.

35. PUBLIC INFORMATION: Contractor agrees that the contract will be a public document, as far as distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

36. CONFLICT OF TERMS: In the event of any conflict between these standard terms and conditions and any special terms and conditions which follow, the special terms and conditions will govern.

37. LOCAL WAREHOUSE AND DISTRIBUTION: The Contractor will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

Revision date: 3/14/2002